



CCO Form: GS14  
Approved: 02/06 (AR)  
Revised: 03/10 (AR)  
Modified:

## REQUEST FOR PROPOSALS

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## LIST OF ACRONYMS

<b>MHTC</b>	Missouri Highways and Transportation Commission
<b>MoDOT</b>	Missouri Department of Transportation
<b>RFP</b>	Request for Proposals

## INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). One (1) and four (4) copies of each proposal must be mailed in a sealed envelope to Ms Leann Kottwitz, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Highway and Transportation Building at 1320 Creek Trail Drive, Jefferson City, Missouri 65109. Proposals must be returned to the offices of General Services Procurement no later than 2:00 p.m., May 13, 2010.

MHTC reserves the right to reject any and all bids for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

## PROPOSAL

- (1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

---

Authorized Signature of Offeror: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Electronic Mail Address: \_\_\_\_\_

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**SECTION (1):  
GENERAL DESCRIPTION AND BACKGROUND**

- (A) **Request for Proposal:** This document constitutes a RFP from qualified Insurance Brokerage firms to provide: (1) access to insurance markets at the request of MoDOT (2) other Insurance/Risk Management related consulting services at the request of MHTC and the Missouri Department of Transportation (**MoDOT**).
- (B) **Background:** The MoDOT operates under a decentralized organization with headquarters in Jefferson City, and is governed by the MHTC, a six (6) member bi-partisan Commission appointed by the Governor. The General Headquarters office provides staff assistance and functional control for the various departmental tasks in ten (10) geographical districts. Each district contains approximately ten percent (10%) of the total road mileage in the state highway system.

MoDOT employs approximately 6,000 full-time employees. About eighty percent (80%) of those employees work in the ten (10) districts with the remainder working in the various functional units of the General Headquarters. Approximately 1,300 of these employees are supervisors.

"In 1987, the Missouri Highway and Transportation Commission authorized a formal Risk Management program whose objective was to establish within the existing organizational structure a Risk Management operation which would act on behalf on the Commission in the following areas: (1) Insurance and /or Self-Insurance (2) Safety and Health (3) Property Damage collection and Subrogation (4) Risk Assessment of other economic risks to the Commission".

MoDOT is fully self-insured and self-administered for workers' compensation, fleet vehicle liability and general liability. The self-insured programs are collectively known as the MoDOT self-insurance plan. The self-insurance plan is subject to annual actuarial review and currently does not maintain excess or umbrella coverage. However, excess property insurance is maintained.

- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (D) **Contract Period:** The successful offeror shall start July 1, 2010 through June 30, 2011.
- (E) **Renewals/Extensions:** The contract shall not bind, not purport to bind, MHTC for any contractual commitment in excess of the original contract period. The MHTC shall have the right, at its sole option, to extend the contract for two (2) additional one-year periods,

or a portion thereof. In the event MHTC exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the Offeror shall agree the prices stated in the original contract shall not be increased in excess of the renewal periods' pricing, if any, stated on the pricing page of the contract. If the pricing page does not include such renewal prices or if applicable spaces are left blank, are not completed, prices during extension periods shall be the same as during the original contract period. MHTC does not automatically exercise its options based upon the maximum renewal price of increase without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than that price derived from the Offeror's renewal amounts.

- (F) **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Leann Kottwitz, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 751-3685 (phone) or [Leann.Kottwitz@modot.mo.gov](mailto:Leann.Kottwitz@modot.mo.gov) (Email.) All written questions must be addressed to Leann Kottwitz no later than **10:00 a.m., Local Time, April 21, 2010**. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at: [http://www.modot.mo.gov/business/contractor\\_resources/gs\\_bidding/COcommodities.htm](http://www.modot.mo.gov/business/contractor_resources/gs_bidding/COcommodities.htm) in the form of a written addendum. **It is anticipated this addendum will be issued on April 28, 2010.**

- (G) **RFP Schedule of Events:** The following RFP Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:30 am and 3:30 pm Local Time.

MoDOT reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting a bid.

Event	Date	Time
MoDOT Issues RFP	April 12, 2010	3:30 pm
Deadline for Written Comments	April 21, 2010	10:00 am
Deadline for MoDOT Issuing Responses to Written Comments	April 28, 2010	3:30 pm
Deadline for Submitting a Proposal	May 13, 2010	2:00 pm
Recommendation of Award	May 31, 2010	3:30 pm
Notification to Non-Awarded Vendors	June 18, 2010	3:30 pm
Contract Effective Date	July 1, 2010	8:00 am

**SECTION (2):  
SCOPE OF WORK**

(A) **Services:** The Offeror shall provide the following professional services:

(1) Access to insurance markets at the request of MHTC (2) Other Insurance/Risk Management related consulting services at the request of MHTC.

(B) **Specific Requirements:** The Offeror will provide to General Services Procurement, One (1) original and four (4) copies of a program proposal which will include the following:

1.) Insurance Marketing – The broker shall provide (at the request of the Risk Management Director) the following insurance marketing services:

- a. Determination of market assignment
- b. Market analysis by line of coverage
- c. Marketing desired coverage
- d. Policy design
- e. Policy document administration
- f. Umbrella/excess coverage evaluation

2.) Risk Management Consulting – The broker shall provide (at the request of the Risk Management Director) the following risk management consulting services:

- a. Unbiased analysis of risk assumption versus risk transfer options
- b. Self-insurance feasibility analysis
- c. Program structure

3.) Loss Prevention/Safety Consulting – The broker shall provide (at the request of the Risk Management Director) the following loss prevention/safety consulting services:

- a. Safety program evaluation
- b. Industrial hygiene studies
- c. Fire/Building Safety
- d. Security including emergency response and business continuity planning
- e. OSHA guidance

4.) Technical Risk Management Services – The broker shall provide (at the request of the Risk Management Director) the following technical risk management services:

- a. Actuarial analysis/loss forecasting
- b. Risk finance evaluation
- c. Claims administration evaluation

d. Information Systems evaluation

**(C) Administration of Program:** The Offeror will consult MHTC's representative regarding any problems involved with the administration of the services provided pursuant to this RFP.

### SECTION (3): AGREEMENT REQUIREMENTS

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) **MHTC's Representative:** MoDOT's Director of Risk and Benefits Management is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Risk and Benefits Management. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the Risk and Benefits Management throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the Standard Solicitation Provisions, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.



- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.
- (G) **DBE/WBE Participation Encouraged:**
1. Bidders are encouraged to submit copies of existing affirmative action programs, if any. Bidders are also encouraged to directly hire minorities and women as direct employees of the bidder. MHTC reserves the right to consider the use of minority and female employee when making the award of the Agreement.
  2. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, subofferors, or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.
- (H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- (I) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
  2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- (J) **Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(K) **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).
2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit C

(L) **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit D.

(M) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.

(N) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

- (O) **Cancellation:** MHTC may cancel the Agreement at any time by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (P) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (Q) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (R) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (S) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (T) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
- (U) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.

1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.

(V) **Indemnification:** The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

**SECTION (4):  
PROPOSAL SUBMISSION INFORMATION**

**(A) SUBMISSION OF PROPOSALS**

1.     **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Ms. Leann Kottwitz, General Services Procurement as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
2.     **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3.     **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.

**(B) REQUIRED ELEMENTS OF PROPOSAL**

1.     **Experience.** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies which your institution has served or currently serves.
2.     **Personnel.** Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each subOfferor, if any, and complete contact information for that subOfferor.
3.     **References.** Proposals should indicate the name, title and telephone number of at least three officials of clients within the past three years.

**(C) EVALUATION CRITERIA**

- 1. Please describe in detail your firm's expertise and experience in marketing insurance placements for governmental clients.**

What markets by line does your firm utilize?

Please identify your five largest governmental clients for insurance placements.

- 2. Please describe in detail your firm's expertise and experience in providing Risk Management consulting for governmental clients.**

What are the major areas of consulting?

What expertise does your firm have on staff regionally?

Please identify your five largest governmental clients for Risk Management consulting.

- 3. Please describe in detail your firm's expertise and experience in providing loss prevention/safety consulting to governmental clients?**

What major areas of loss prevention/safety consulting does your firm provide?

What expertise does your firm have on staff regionally?

Please identify your five largest governmental clients for loss prevention/safety consulting.

- 4. Please describe in detail your firm's expertise and experience in providing Risk Management's technical services to governmental clients such as actuarial analysis/loss forecasting, risk finance evaluation, claim administration evaluation, Risk Management information system analysis?**

What specific services does your firm offer?

What specific products does your firm offer?

What expertise does your firm have or staff regionally and nationally?

Please identify the five largest governmental clients your firm provides technical Risk Management services too.

- 5. Please provide a detailed proposed method of performance for:**

- i. Insurance Marketing
- ii. Risk Management Consulting Services
- iii. Loss Prevention/Safety Consulting Services
- iv. Risk Management Technical Services

**(D) EVALUATION CRITERIA AND PROCESS**

1. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:
  - A. Projected cost of consulting based on hourly rate and projected annual utilization. **30pts**
  - B. Experience, expertise and reliability of proposed insurance broker. **45pts**
  - C. Proposed method of performance. **25pts**

**Total possible points - 100**

2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

**(E) PRICING**

1. **Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal which must be completed, signed and returned with the Offeror's proposal.

**SECTION (5):  
PRICE PAGE**

- (A) **FEE SCHEDULE:** The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated herein:

**Original Contract Period**

- 1.) **Insurance Marketing** – Please identify the standard commission rate paid to your firm for the placement of standard coverages identified in the scope of work.

\_\_\_\_\_

- 2.) **Risk Management Consulting** – Please provide a firm, fixed hourly fee for the Risk Management consulting services identified in the scope of work.

\_\_\_\_\_/hr.

- 3.) **Loss Prevention/Safety Consulting** – Please provide a firm, fixed hourly fee for the loss prevention/safety consulting services identified in the proposed scope of work.

\_\_\_\_\_/hr.

- 4.) **Technical Risk Management's Services** – Please provide a firm, fixed hourly fee for the technical Risk Management services identified in the scope of work.

- |   |       |      |
|---|-------|------|
| 4.1 Actuarial Analysis/Loss Forecasting | _____ | /hr. |
| 4.2 Risk Finance Evaluation             | _____ | /hr. |
| 4.3 Claims Administration Evaluation    | _____ | /hr. |
| 4.4 Information Systems Evaluation      | _____ | /hr. |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**First Renewal Period**

1.) **Insurance Marketing** – Please identify the standard commission rate paid to your firm for the placement of standard coverages identified in the scope of work.

\_\_\_\_\_ **/hr.**

2.) **Risk Management Consulting** – Please provide a firm, fixed hourly fee for the Risk Management consulting services identified in the scope of work.

\_\_\_\_\_ **/hr.**

3.) **Loss Prevention/Safety Consulting** – Please provide a firm, fixed hourly fee for the loss prevention/safety consulting services identified in the proposed scope of work.

\_\_\_\_\_ **/hr.**

4.) **Technical Risk Management's Services** – Please provide a firm, fixed hourly fee for the technical Risk Management services identified in the scope of work.

4.1 Actuarial Analysis/Loss Forecasting \_\_\_\_\_ **/hr.**

4.2 Risk Finance Evaluation \_\_\_\_\_ **/hr.**

4.3 Claims Administration Evaluation \_\_\_\_\_ **/hr.**

4.4 Information Systems Evaluation \_\_\_\_\_ **/hr.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Second Renewal Option**

- 1.) **Insurance Marketing** – Please identify the standard commission rate paid to your firm for the placement of standard coverages identified in the scope of work.

\_\_\_\_\_ **/hr.**

- 2.) **Risk Management Consulting** – Please provide a firm, fixed hourly fee for the Risk Management consulting services identified in the scope of work.

\_\_\_\_\_ **/hr.**

- 3.) **Loss Prevention/Safety Consulting** – Please provide a firm, fixed hourly fee for the loss prevention/safety consulting services identified in the proposed scope of work.

\_\_\_\_\_ **/hr.**

- 4.) **Technical Risk Management's Services** – Please provide a firm, fixed hourly fee for the technical Risk Management services identified in the scope of work.

4.1 Actuarial Analysis/Loss Forecasting \_\_\_\_\_ **/hr.**

4.2 Risk Finance Evaluation \_\_\_\_\_ **/hr.**

4.3 Claims Administration Evaluation \_\_\_\_\_ **/hr.**

4.4 Information Systems Evaluation \_\_\_\_\_ **/hr.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT A**  
**FIRM'S PRIOR EXPERIENCE**

*(Duplicate this page, or supply the information it requests, for each Firm and contract listed.)*

**PRIOR SERVICES PERFORMED FOR:**

AGENCY NAME \_\_\_\_\_  
CONTACT  
PERSON \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

DESCRIPTION OF PROFESSIONAL SERVICES CONTRACT: \_\_\_\_\_

CONTRACT PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_

**SUMMARY OF SERVICES PERFORMED:**

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**EXHIBIT B**  
**PROFESSIONAL AND ADMINISTRATIVE STAFF**

**BACKGROUND AND EXPERTISE**

*(Duplicate this page, or supply the information it requests, for each professional and administrative staff member who will be assigned to perform or supervise work under the Agreement.)*

STAFF MEMBER

\_\_\_\_\_  
(Name) (Title or Position)

Specific Role in this Contract Work: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Experience/Previous Related Work Assignments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Educational Qualifications: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Previous Government Experience: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

References:

Name	Title	Address	Telephone
1.			
2.			
3.			

EXHIBIT C

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_,  
Affiant name  
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed  
to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly  
title business name  
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me in \_\_\_\_\_, \_\_\_\_\_, the day and year first above-written.  
city (or county) state

\_\_\_\_\_  
Notary Public

My commission expires:

*[documentation of enrollment/participation in a federal work authorization program attached]*

**EXHIBIT D**  
**APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**  
(a separate affidavit is required for each owner and general partner)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the \_\_\_\_\_ of \_\_\_\_\_, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

☐ a United States citizen. ☐ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant's Social Security Number or  
Applicable Federal Identification Number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: